

PLANS AND SPECIFICATIONS

**CITY OF NEWPORT
NEWPORT, WASHINGTON**

CALISPEL AVENUE – PHASE II IMPROVEMENTS

May 13, 2009

ADDENDUM #2

June 3, 2009

NOTICE TO ALL CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS:

This Addendum is considered a part of the Contract Documents.

CALISPEL AVENUE IMPROVEMENTS PHASE II

I. SPECIFICATIONS: VOLUME 1

A. Division 00, - Invitation to Bids,

Revise 1st sentence of Invitation to Bids to read:

“Sealed bids will be received for the City of Newport Calispel Street Improvements – Phase II by the City of Newport at the Newport City Hall, 200 South Washington, Newport WA 99156, until 1:00 p.m. local time, Thursday June 11, 2009.”

B. Division 00, Additional Funding Agency Requirements

In anticipation of potential funds provided through the American Recovery and Reinvestment Act of 2009 the attached funding agency requirements shall be included and inserted into the project manual just prior to Division 001 – GENERAL CONDITION. These requirements list regulations for Buy American, Utilization of Small, Minority, and Women’s Business Enterprises, Wages and Accountability and Transparency that are in addition to the original contract documents.

A project sign will be required as outlined under the heading “Project Sign” in the attached documentation.

C. Division 00, Bidders Checklist, Page 0200-11

1. Add the following items to the bidders checklist:

- a. EPA FORM 6100-4 DBE Subcontractor Utilization Form
(this form is attached as part of this addendum)

II. CONTRACT DRAWINGS

A. Sheets 6, view 2.1

1. Revise note N7 to read:

“Sidewalk/Curb Spillway, Type 2, See Detail 4.1/26.”

B. Sheet 7, view 2.1

1. Revise note N8 read:

Sidewalk/Curb Spillway, Type 2, See Detail 4.1/26.”

C. Sheet 8, view 2.1

1. Revise note N7 to read:

Sidewalk/Curb Spillway, Type 2, See Detail 4.1/26.”

D. Sheet 25, views 2.2 and 2.4

1. Add general note 8 to read:

“Provide a minimum of 6” of ¾”- crushed rock beneath concrete surfacing.

2. Revise general note 4 to read”

“The shaded area requires a 6” min. depth of class 3,000, air-entrained concrete & 6” of compacted crushed base. Curb or Curb/Gutter within the driveway boundary shall be a separate item.”

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

We acknowledge receipt of addendum No. 2 for the CITY OF NEWPORT
CALISPEL AVENUE IMPROVEMENTS PHASE II.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

**DRINKING WATER STATE REVOLVING FUND AND AMERICAN
RECOVERY AND
INVESTMENT ACT REQUIREMENTS**

Add the following:

Section 1512, Section 1605, and Section 1606 provisions of the Act and Disadvantaged Business Enterprise applies to this contract, and the provisions thereof shall be included in all subcontracts.

Disadvantaged Business Enterprise (DBE) Requirements

The Contractor shall comply with the requirements of the EPA's program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this contract, contained in 40 CFR, Part 33. The Contractor is required to follow the requirements of the Disadvantaged Business Enterprise (DBE) Requirements. The goals for the utilization of disadvantaged businesses are stated below:

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

The "Fair Share" percentage for Small Businesses in rural areas is 0.5%

The Contractor accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goal is being adopted.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and ensure that subcontractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts include:

1. Ensure Disadvantaged Business Enterprises (DBE) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities, including placing DBE on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the internet at www.omwbe.wa.gov or at 360.704.1181.
2. Make information on forthcoming opportunities available to DBE and arrange time frames for contracts and establish delivery schedules, where

requirements permit, in a way that encourages and facilitates participation by DBE in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of (30) calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBE, including dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE in the competitive process.
4. Encourage contracting with a consortium of DBE when a contract is too large for one of these firms to handle individually.
5. Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Require all subcontractors to take the above five good faith efforts

The Contractor agrees to comply with the following Contract Administration Provisions of the New DBE rule:

1. The Contractor agrees to pay its subcontractor for satisfactory performance no more than thirty (30) days from the prime contractor's receipts of payment from the City
2. The Contractor agrees to notify the City in writing, termination of a DBE subcontractor for convenience of the prime contractor, and prior to such termination
3. The Contractor agrees to employ the Six Good Faith Efforts if soliciting a replacement DBE subcontractor
4. The Contractor agrees to employ the Six Good Faith Efforts even if the fair share objectives have been achieved

Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act

Contractor acknowledges and agrees that the American Recovery and Reinvestment Act of 2009, hereinafter "Recovery Act" places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website -Recovery.gov - to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

CTED, as a recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic

reporting due within 10 calendar days after the end of each calendar quarter. CTED must ensure receipt of funds is made contingent on recipients meeting the reporting requirements of Section 1512. CTED will require periodic reports from its sub-recipients in order to fulfill its reporting obligations. Grantees receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Contractor agrees to provide to the Owner all reports, documentation, or other information, as may be required by CTED to meet reporting obligations under the Recovery Act.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, the contractor is hereby informed that Recovery Act section 1512(c) provides:

Recipient (Owner) Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains-

1. The total amount of recovery funds received from that agency;
2. The amount of recovery funds received that were expended or obligated to projects or activities; and
3. A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
 - (a) The name of the project or activity;
 - (b) A description of the project or activity;
 - (c) An evaluation of the completion status of the project or activity;
 - (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (e) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
4. Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the

Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Required Use of American Iron, Steel, and Manufactured Goods-Section 1605 of the American Recovery and Reinvestment Act of 2009

Section 1605 of the Recovery Act provides:

1. Section 1605 of the American Recovery and Reinvestment Act of 2009 Provisions:

The Contractor understands that goods and services under this Agreement are being funded with monies made available by the Federal American Recovery and Reinvestment Act of 2009 (ARRA) and such law contains provisions commonly known as "*Buy American*;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that:

- (a) The Contractor has reviewed and understands the Buy American Requirements. See gray sheets, Section 1605 of the American Recovery and Reinvestment Act of 2009.
- (b) All of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements.
- (c) This section shall be applied in a manner consistent with United States obligations under international agreements.
- (d) The Contractor shall comply with Section 1605 of the Recovery Act unless compliance has been waived by the Federal Agency providing ARRA funds to the Owner and when compliance with the Recovery Act does not conflict with an international trade agreement.
- (e) Notwithstanding any other provision of this Agreement, failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner)
- (f) The Contractor shall provide verified information, supporting data, certification or assurance of compliance with Buy American provisions, and/or other information necessary to support a waiver of the *Buy American Requirements*(l), as may be requested by the Owner or the State.

(g) While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this section (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

2. The Contractor shall utilize the following definitions and terms in order to interpret, implement and comply with the Buy American provisions of the ARRA:

(a) Steel: An alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Production in the United State of the iron or steel used in the project requires that all manufactures must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project. (This and the following definition was drawn from the OMB Guidance of April 3, 2009, at 176.70(a) (2) (ii) and 176.140(a).)

(b) "Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials. There is no requirement with regard to the origin of components or subcomponents in manufactured goods, as long as the manufacture of the goods occurs in the United States.

(c) Reasonable Available Quantity: The quantity of iron, steel, or the relevant manufactured good is available or will be available at the time and place needed, and in the proper form or specification as specified in the project plans and design.

(d) Satisfactory Quality: The quality of iron, steel, or the relevant manufactured good as specified in the project plans and designs.

3. Request for determination of inapplicability of Section 1605 of the Recovery Act: The Owner, in its sole discretion, may apply for a {waiver of the Buy American requirement. *Bids shall be based on domestic products.*

(a) (i) If requested, the Contractor shall include adequate information to the Owner for Federal Government evaluation of a waiver request, including:

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Name and address of the proposed supplier

(b) The Contractor shall not use foreign materials without the Owner's approval. If the Owner requests a waiver and the Federal government determines that an exception to section 1605 of the Recovery Act applies, the Owner will notify the Contractor of permission to use foreign iron, steel, and/or relevant manufactured goods.

(c) Data. To permit evaluation of a waiver request based on unreasonable cost, the Contractor shall provide the Owner the following information and any applicable supporting data based on a survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description (Dollars) *	Unit of Measure	Quantity	Cost
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

Item 2:
 Foreign steel, iron, or manufactured good
 Domestic steel, iron or manufactured good

[List name, address, telephone number, email address, and contact for suppliers surveyed.]

[Attach copy of response; if oral, attach summary]

[Include other applicable supporting information.]

*{*Include all delivery costs to the construction site.}*

(I) The Owner, in its sole discretion, may apply for a waiver of the Buy American requirement and under the following conditions:

(1)Applying subsection (B) would be inconsistent with the public interest;

(2)Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3)Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009 - Davis-Bacon Act

The Contractor shall include the following provisions and require the provisions to be contained in all subcontracts for work performed under this Contract:

1. All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See U.S. Department of Labor, Wage and Hour Division website at <http://www.dol.gov/esa/whd/contracts/dbra.htm>. Wage determinations can be found at <http://www.wdol.gov>.
2. The work performed by this contract is also subject to the State's prevailing wage laws, Chapter 39.12 RCW. The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

Protection of Whistleblowers

The contractor shall require the following provision in all subcontracts for work performed under this contract:

1. In accordance with Section 1553, "Protecting State and Local Government and Contractor of the American Recovery and Reinvestment Act of 2009", the Contractor agrees that during the performance of this Contract, the Contractor's employees may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including disclosure made on the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonable believes is evidence of:
 - A. Gross mismanagement of an agency contract or grant relating to covered funds;
 - B. A gross waste of covered fund;

C. A substantial and specific danger to public health or safety related to the implementation or use of covered funds;

D. An abuse of authority related to the implementation or use of covered funds; or

E. A violation of law, rule, or regulation related to an agency contract (including competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Audit Requirements

A. General Requirements

Contractors are to procure audit services based on the following guidelines:

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Owner reserves the right to recover from the Contractor costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to Owner requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements, Local Governments and Non-Profit Organizations

Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Owner to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

- Grantor agency
- Federal agency

- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number
- Grantor contract number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Owner is a state or local government entity, the Office of the State Auditor shall conduct the audit. (Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMS Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.")

The Contractor shall include the above audit requirements in any subcontracts. In any case, the Owner's financial records must be available for review by the Board. The Contractor shall provide such information as the Owner may request in compliance of its audit requirements.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) after the end of the Contractor's fiscal year(s) to:

Department of Community Trade and Economic Development
ATTN: Audit Review and Resolution Office
906 Columbia Street SW, Fifth Floor
P.O.. Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

Nondiscrimination Provision

The Contractor shall not to discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable

requirements of 40 CFR part 33 in the award and administration of subcontracts awarded under the Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract.

Project Signs

The Contractor agrees to display the American Recovery and Reinvestment Act (ARRA) of 2009 logo in a manner that informs the public that the project is an American Recovery and Reinvestment Act of 2009 investment. The ARRA logo may be obtained from the Environmental Protection Agency grants office listed below:

EPA Region 10
Mail Code: OMP-145
1200 Sixth Avenue, Suite 900
Seattle, WA 98101

If the Environmental Protection Agency logo is displayed along with the ARRA of 2009 logo and logos of other participating entities, the ARRA of 2009 logo must not be displayed in a manner that implies that the EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the contractor or subcontractor received. *(Further instructions regarding sign size and other specifics will be provided at the Preconstruction Conference.)*

Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion-Primary and Lower Tier Covered Transactions

The contractor will include the clause titled "Certification Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

(a) The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the lower tier contractor is unable to certify to any the statements in this Contract, such contractor shall attach explanation to this Contract.

Indemnification

The Contractor will defend, protect, indemnify, save, and hold harmless the Public Works Board, the Owner, Engineer and the state of Washington from and against any and all

claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the Contractor or any of its subcontractors or suppliers, or any employees or agents in the performance of this Contract, however caused. In the case of negligence of both the Owner and Contractor, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

The Contractor waives its immunity under Title 51 RCW to the extent it *is* required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, employees and authorized agents.

Laws

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

1. United States Laws, Regulations and Circulars (Federal)
 - A. American Recovery and Reinvestment Act (ARRA) of 2009
 - B. Audits
Office of Management and Budget (OMB) Revised Circular A-133
Audits of States, Local Governments, and Non-Profit
Organizations
 - C. Environmental Protection and Review Coastal Barrier Resources
Act of 1982, 16 U.S.C. 3501 et seq. HUD's implementing
regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846
also 24 CFR 982.401(j).

National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq.
and the Implementing Regulations of 24 CFR 58 (HUD) and 40
CFR 1500-1508 (Council on Environmental Quality) Residential
Lead Based Paint Hazard Reduction Act of 1992, 42 USC 4851-
4856.
 - D. *[NOT USED]*
 - E. Labor and Safety Standards

All Rental Units Assisted with Federal Funds Must Meet the
Section 8 Housing Quality Standards (HQS) and Local Housing
Code Requirements for the duration of the Affordability Period.

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Davis Bacon Act, 40 U.S.C. 276a-276a-5.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and
Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42
U.S.C. 4831, 24 CFR Part 35.

F. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C.
6101-07, 45 CFR Part 90

Nondiscrimination in Federally Assisted Programs.

G. Americans with Disabilities Act of 1990, Public Law 101-336

Equal Employment Opportunity, Executive Order 11246, as
amended by Executive Order 11375 and supplemented in U.S.
Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086
and 12102.

Fair Housing Act (42 U.S.C. 3601-19) and implementing
regulations at 24 CFR part 100. Section 504 of the Rehabilitation
Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public
Law 90-284, 42 U.S.C. 3601-19.

H. Handicapped Employees of Government Contractors,
Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance,
Rehabilitation Act of 1973, Section 504, 29 U.S.C. Section 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C.
631) .

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR part 5.105(a).

Nondiscrimination in benefits, Title VI of the civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

- I. Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60. Section 3, Housing and Urban Development Act of 1969, 12 USC 17001u (See 24 CFR 570.607 (b)).

- J. Office of Management and Budget Circulars Cost Principles for State, Governments, OMB Circular A 87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A 102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A 110.

- K. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment) (31 U.S.C. 1352) provides that contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting.

Section 8 Housing Assistance Payments Program.

Payment to Consultants, 40 CFR 31.36U) or 30.27(b)

Recycling and Waste Prevention, Executive Order 13423 and or 40 CFR 30.16

L. privacy

Privacy Act of 1974, 5 U.S.C. 552(a).

M. *[NOT USED]*

2. Washington State Laws and Regulations

A. *[NOT USED]*

B. *[NOT USED]*

C. Affirmative action, Section 41.06.020 (11) RCW.

D. *[NOT USED]*

E. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

F. Discrimination-human rights commission, Chapter 49.60 RCW.

G. Ethics in public service, Chapter 42.52 RCW.

J. Noise control, Chapter 70.107 RCW.

K. Office Chapter 39.19 RCW and Chapter 326-02 WAC.

M. Prevailing wages on public works, Chapter 39.12 RCW.

N. Public records act, Chapter 42.56RCW.

O. *[NOT USED]*

P. *[NOT USED]*

Q. *[NOT USED]*

R. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.

S. *[NOT USED]*

T. State environmental policy, Chapter *43.21C* RCW.

U. State Executive Order 05-05 Archeological and Cultural Resources.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature	Title/Date
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'Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR ₁		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
<p>Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor Date _____ _____ Print Name Title</p>		

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
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**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:							
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?				
<p>I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).</p> <table><tr><td>_____ Signature of Prime Contractor</td><td>_____ Date</td></tr><tr><td>_____ Print Name</td><td>_____ Title</td></tr></table>				_____ Signature of Prime Contractor	_____ Date	_____ Print Name	_____ Title
_____ Signature of Prime Contractor	_____ Date						
_____ Print Name	_____ Title						

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



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DBE Subcontractor Utilization Form**

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BUY AMERICAN-SECTION 1605
USE OF AMERICAN IRON, STEEL AND MANUFACTURED GOODS
BUY AMERICAN

SEC. 1605. USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS.

(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
or

(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Contractor shall comply with Section 1605 of the Recovery Act unless compliance has been waived by the Federal Agency providing the funds and when compliance with the Recovery Act does not conflict with an international trade agreement.

Contractor shall provide Owner with information and applicable supporting data as may be required by CTED, to support any request for waiver of compliance with Section 1605 of the Recovery Act.

Contracts for the procurement of goods and services in the amount of \$528,000 or more and for construction services in the amount of \$7,443,000 or more are covered by an international trade agreement and are therefore not subject to Section 1605.

If this contract involves an award of Recovery Act funds for construction, alteration, maintenance of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international trade agreements, the following provision applies:

(a) Definitions. As used in this award term and condition:

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been:

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the Recovery Act of 2009 by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material excepted by Federal Government.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal Government determines that:

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1) (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including-

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.11 O(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit Of Measurement	Quantity	Cost (Dollars)
Item 1:			
Foreign steel, iron, or manufactured good _____	_____	_____	_____
Domestic steel, iron, or manufactured good _____	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good _____	_____	_____	_____
Domestic steel, iron or manufactured good _____	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed.]

[Attach copy of response; if oral, attach summary]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site.]*